

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

SUBDIVISION AGREEMENT  
AND  
SURETY BOND

**AGREEMENT**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between  
\_\_\_\_\_  
(Developer's Name (Individual, Partnership, or Corporation))  
, party  
(parties) of the first part, hereinafter called the Developer and the Lexington County Council, South Carolina,  
party of the second part, hereinafter called the Council.

**WITNESSETH**

In consideration of the approval by the Council through its designee, of the subdivision known as  
\_\_\_\_\_  
(Subdivision Name and Phase #)  
, the Developer,  
for himself and his heirs, legal representatives, assigns, or other successors in interest, agrees to construct and  
install all of the physical improvements shown on the approved plans and specifications, including all  
approved revisions, by the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Extensions of this completion date  
may be approved by the Public Works Director or their designee for no more than a total of three (3) years  
from the date of this Agreement. Approval of any extension is at the sole discretion of the Public Works  
Director or their designee. In this subdivision, physical improvements shall include the construction of any  
roads, water or sewer systems, and storm drainage.

The Developer further agrees to:

1. Notify the Stormwater Manager of the Stormwater Management Division of the Public Works  
Department of Lexington County, two (2) days before the beginning of any road and/or storm drainage  
work.
2. Provide adequate supervision on the site at all times that construction or installation of required  
improvements is underway; have a responsible foreman or superintendent and one complete set of  
stamped approved plans, profiles and specifications, including any approved revisions thereof, available  
at the site at all times that work is performed.
3. Comply with all requirements of Lexington County, in order that roads and other improvements in  
dedicated rights-of-way will be approved by the County; to make prompt application upon completion of  
the required work, for approval by that Department.

The parties hereto agree that approval of plans and specifications and any revisions thereof, and of completed  
construction, shall be by the County Administrator or his designee.

The undersigned warrants that this agreement is made and executed pursuant to authority properly granted by  
the charter, bylaws and action of the Board of Directors of the Corporation.

In witness of all which the Developer has caused his name and/or seal to be affixed hereto, by  
\_\_\_\_\_  
its President, and \_\_\_\_\_, its Secretary.

\_\_\_\_\_  
(Developer's Name)  
Corporation Name

(Seal)

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
President

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**STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON**

I, \_\_\_\_\_, a Notary Public in and for the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, president and secretary respectively of the \_\_\_\_\_ (*Developer's Name*), whose names are signed to the foregoing, this day personally appeared before me in my State aforesaid and acknowledged their signatures affixed above, and the corporate seal as the genuine seal of the said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Notary Public

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**LEXINGTON COUNTY COUNCIL  
SOUTH CAROLINA**

In witness of which, the Council has caused this agreement to be executed on its behalf, and its seal affixed:

(Seal)

Attest \_\_\_\_\_ By: \_\_\_\_\_  
Clerk to Council County Administrator

**STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON**

I, \_\_\_\_\_, a Notary Public in and for the state aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ County Administrator and Clerk to Lexington County Council, respectively, whose names are signed to the foregoing, this day personally appeared before me in my State aforesaid and acknowledged their signatures affixed above, and the seal of said Council, as the genuine seal of said Council.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ of 20 \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Notary Public

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**CERTIFICATION**

I \_\_\_\_\_, Attorney, do hereby certify that \_\_\_\_\_ (*Developer's Name*) is legal owner of \_\_\_\_\_ (*Actual Name and Phase #*) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. (Subdivision)

Witness

Attorney

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## ***SURETY BOND***

### **KNOW ALL MEN BY THESE PRESENTS, THAT**

\_\_\_\_\_*(Developer's Name (Individual, Partnership, or Corporation))*\_\_\_\_\_, the developer, herein called the Principal, and \_\_\_\_\_*Surety (Company or Individual)*\_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto the Lexington County Council of South Carolina, in the full and just sum of \_\_\_\_\_**DOLLARS** (\$  $1\frac{1}{2}$  / 150%), lawfully personal representatives, assigns, and other successors in interest, jointly and severally firmly by these presents:

**WHEREAS**, the developer to guarantee to the Council, performance of all of the provisions of the foregoing agreement, and

**WHEREAS**, Section 6.20 of the Subdivision Regulations for Lexington County provides for the bonding of a subdivision prior to Final Plat approval.

**NOW, THEREFORE**, the condition of this obligation and bond is such that if the Principal and/or Surety shall perform all of the provisions of the foregoing agreement specifically including the completion and approval of all required physical improvements by the specified date, then the obligation of this bond is void and of no effect; otherwise, it is to remain in full force and effect.

Further provided that the Surety, by execution hereof, expressly waives any right to review and approve any revisions to the plans, and specifications referred to in the agreement.

If a corporation:

The undersigned warrants that this bond is made and executed pursuant to authority properly granted by the charter, bylaws and action of the Board of Directors of the corporation.

If out-of-State:

The undersigned sureties, who do not reside in the State of South Carolina hereby irrevocably appoint as their agent for the acceptance of service of process in litigation arising out of this bond,

*(Only if out of state)* \_\_\_\_\_

and hereby acknowledge that service of process in a manner provided for by law upon such agent shall give a court of the State of South Carolina having jurisdiction over the subject matter of this bond, personal jurisdiction over the undersigned sureties.

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In witness of all of the principal has caused its corporate name and seal to be affixed hereto, by \_\_\_\_\_ its President, and \_\_\_\_\_, its Secretary, and the surety has hereunto set their hand and seal this \_\_\_\_\_ day of (Same as page 1, Line 1), 20 \_\_\_\_\_.

\_\_\_\_\_  
Corporation Name

(Seal)

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary President

(Seal)

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Surety  
(Must be the same as Page 3 surety)

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**STATE OF SOUTH CAROLINA** (PRINCIPAL)  
**COUNTY OF LEXINGTON**

I, \_\_\_\_\_, a Notary Public in and for the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, president and secretary respectively of the \_\_\_\_\_, whose names are signed to the foregoing this day personally appeared before me in my State aforesaid and acknowledged their signatures affixed above, and the corporate seal as the genuine seal of the said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
(On or after date of agreement.)

My Commission expires: \_\_\_\_\_  
Notary Public

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**STATE OF SOUTH CAROLINA** (SURETY)  
**COUNTY OF LEXINGTON**

I, \_\_\_\_\_, a Notary Public in and for the State aforesaid, do hereby certify that \_\_\_\_\_

whose names are signed as Surety acknowledged their signatures affixed above, and the corporate seal as the genuine seal of the said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public

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